

**Exhibit 1**

**Objection and Reservation of Rights of Talos to Notice of  
Assumed Contracts and Cure Amounts**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>	§	<b>Chapter 11</b>
	§	
<b>FIELDWOOD ENERGY, LLC, <i>et al.</i>,</b>	§	<b>Case No. 20-33948 (MI)</b>
	§	
<b>Debtors.<sup>1</sup></b>	§	<b>(Jointly Administered)</b>

**OBJECTION AND RESERVATION OF RIGHTS OF TALOS ENERGY OFFSHORE  
LLC, TALOS ENERGY LLC, TALOS ENERGY INC., AND TALOS PRODUCTION  
INC. TO (A) NOTICE TO CONTRACT PARTIES TO EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES OF THE SCHEDULE OF ASSUMED CONTRACTS AND  
CURE AMOUNTS AND (B) NOTICE OF FILING OF AMENDED SCHEDULE  
OF ASSUMED CONTRACTS AND CURE AMOUNTS**

[Relates to Docket No. 1456]

Talos Energy Offshore LLC, Talos Energy LLC, Talos Energy Inc., and Talos Production Inc. (collectively, “Talos”), file this objection and reservation of rights (the “Objection”) to (A) *Notice to Contract Parties to Executory Contracts and Unexpired Leases of the Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1395] (“Schedule of Assumed Contracts”) and (B) *Notice of Filing of Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (as amended, the “Amended Schedule of Assumed Contracts”), filed in connection with the *Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* [Docket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “Plan”), and respectfully show the Court as follows:

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

## **BACKGROUND**

1. On August 3 and August 4, 2020, Fieldwood Energy LLC and its debtor affiliates (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in this Court.

2. On April 15, 2021, the Debtors filed the Plan.

3. On April 15, 2021, the Court entered the *Amended Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Procedures for Objections to the Assignment and Transfer of Property of the Estate; and (VII) Granting Related Relief* [Docket No. 1286] (the “Disclosure Statement Order”), which approved certain procedures relating to the Debtors’ assumption of executory contracts and unexpired leases under the Plan.

4. On May 26, 2021, the Debtors filed their *Plan Supplement in Connection with the Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* [Docket No. 1394] (the “Plan Supplement”). Exhibit D to the Plan Supplement includes the Debtors’ Schedule of Assumed Contracts.

5. Talos and the Debtors are parties to certain contracts, including certain operating and related agreements as set forth in the Debtors’ schedules of executory contracts and unexpired leases. *See* Docket Nos. 429, 437, and 441.

6. On November 24, 2020, the Debtors filed an adversary proceeding in this Court against Atlantic Maritime Services, LLC (“Atlantic”), *Fieldwood Energy LLC v. Atlantic Maritime*

*Services, LLC*, Adv. Pro. No. 20-03476 [AP Docket No. 1] (Bankr. S.D. Tex. 2020) (the “Atlantic Litigation”).

7. On November 25, 2020, Talos filed Proof of Claim No. 724 against Fieldwood Energy Offshore, LLC (“Claim 724”), Proof of Claim No. 780 against Fieldwood Energy, LLC (“Claim 780”), and Proof of Claim No. 786 against GOM Shelf, LLC (“Claim 786,” and together with Claim 724 and Claim 780, the “Talos Claims”), asserting a secured claim in the total amount of \$10,473,014.85 for pre-petition amounts owed under certain contracts between Talos and the Debtors, and indemnification of the lien claim against Talos by Atlantic.

8. On May 27, 2021, pursuant to the Disclosure Statement Order, the Debtors filed and served the Schedule of Assumed Contracts, which identifies contracts and leases the Debtors have designated for assumption and/or assignment and the Debtors’ proposed cure amounts with respect to such agreements. *See* Docket No. 1395. The Schedule of Assumed Contracts sets forth the Debtors’ proposed cure amounts for the executory contracts and unexpired leases to be assumed under the Plan. The Schedule of Assumed Contracts also provides that any objection to the Debtors’ proposed cure amounts must be filed within ten (10) days of service of the Schedule of Assumed Contracts (which was June 6, 2021).<sup>2</sup>

9. On June 2, 2021, the Debtors filed their Amended Schedule of Assumed Contracts, which added additional contracts to the list of executory contracts and unexpired leases being assumed by the Debtors under the Plan.

10. The Amended Schedule of Assumed Contracts lists nearly 100 contracts to which Talos is a counterparty or is a related entity which are affected by this Objection.<sup>3</sup> As set forth

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<sup>2</sup> The Debtors agreed to extend Talos’ deadline to file an extension until Tuesday, June 8, 2021.

<sup>3</sup> A list of assumed contracts related to this Objection is attached hereto as **Exhibit A**.

below, Talos objects to the Debtors' \$0 proposed cure amounts (the "Cure Amount"), because (i) the Debtors do not provide verifiable cure amounts, and (ii) the Debtors cannot strip the Mississippi UOA (as defined below) of key protections afforded to Talos.

11. Talos files this Objection to preserve all rights under section 365 of the Bankruptcy Code and the Property Agreements (as defined below).

## **OBJECTION**

### **I. Talos' Proposed Cure Amount is Incorrect.**

12. Talos holds interests in certain offshore oil and gas leases and other assets and properties (as more particularly described in the table below) (collectively, the "Subject Properties") in which the Debtors also own interests. The Debtors also utilize certain production handling facilities and similar assets owned by Talos in connection with the operation of the Subject Properties ("PH Facilities"). The operation of the Subject Properties and the PH Facilities, as applicable, are governed by the terms and conditions of certain operating agreements, unit operating agreements, production handling agreements and other similar agreements (such as agreements, inclusive of attachments, exhibits, memoranda, and related agreements, and as have been amended or restated from time to time, collectively, the "Property Agreements").<sup>4</sup>

13. The Property Agreements (as applicable) require the Debtors to, among other things: (1) pay joint interest billing obligations owed with respect to the Debtors' interests; (2) when a Debtor is operator, account to and credit or reimburse non-operators for funds advanced by such non-operators pursuant to operator cash calls but not utilized for the purpose of such operator cash calls; (3) pay throughput fees and other amounts owed to the operators of production handling facilities under production handling agreements; (4) respond to and otherwise credit or pay for

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<sup>4</sup> The Property Agreements are not submitted with this Objection because of their size and because the Debtors have copies of the Property Agreements. The Property Agreements may also be provided upon request.

unchallenged exceptions pursuant to an audit; and (5) settle and otherwise pay imbalance payment obligations owed to non-operators arising under gas balancing agreements or otherwise.

14. These obligations are secured by the Debtors' interests in the Subject Properties and certain other assets in accordance with the terms of the applicable Property Agreements and perfected pursuant to certain recorded memoranda of agreement, financing statements and other lien filings placed of record in the applicable filing jurisdictions.<sup>5</sup>

15. Pursuant to the Amended Schedule of Assumed Contracts, the Debtors seek to assume and assign the Property Agreements pursuant to Article 8.2(a) of the Plan by paying Talos the Cure Amount. The proposed Cure Amount of \$0.00 is incorrect after considering the Debtors' obligations under the Property Agreements.<sup>6</sup>

16. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, the Debtors must cure any defaults under the Property Agreements in connected with any proposed assumption, as well as provide adequate assurance of future performance prior to assumption and/or assignment of an executory contract or unexpired lease. 11 U.S.C. § 365(b)(1)(A). In this case, the Debtors' proposed cure amount of \$0.00 fails to cure the existing defaults of the Property Agreements, as is required by section 365(b)(1)(A) prior to assumption.

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<sup>5</sup> Such filings are not submitted with this Objection because of their size and because the Debtors have copies of such filings. Such filings may also be provided upon request.

<sup>6</sup> The Schedule of Assumed Contracts also provides, in part, the following:

**PLEASE TAKE FURTHER NOTICE** that, Section 8.2(d) of the Plan provides that to the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; provided, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

17. As of the date of this Objection, the correct cure amount for the Property Agreements is not less than \$3,297,026.23. Pursuant to the Property Agreements, the Debtors owe Talos the following pre-petition amounts:

- Fieldwood Energy

Joint Interest Billings Accounts Receivable	\$633,257.91	MC108; MC110; VK204; EI 57
Advances to Operators Credit or Reimbursement Obligation <sup>7</sup>	\$158,218.67	Gunflint Prospect (Mississippi Canyon 948/949/992/993)
Audit Exception Payments Accounts Receivable <sup>8</sup>	\$172,447.32	MP315
Throughput Fees and Other Amounts Owed under Production Handling Agreements Accounts Receivable	\$261,919.39	MC108; MC110
	\$64,169.30	SM108
Imbalances Accounts Receivable	\$1,513,952.08	SS 271 Unit (SS 247, SS 248, SS 270)
	\$331,000.00	EC 265; SP 87; SP 89

<sup>7</sup> Please note that the specific lien provisions set forth in the Mississippi UOA are addressed in more detail below.

<sup>8</sup> From June 19, 2017 through July 7, 2017, Talos completed an audit of joint interest billings for properties and facilities operated by Fieldwood Energy, for the audit period of January 2015 through December 2016, in which Talos is a working interest owner and provided a copy of the findings and demand for payment to Fieldwood Energy (the “Audit Letter”). A true and correct copy of the Audit Letter is attached to the Talos Claims. The amount referenced herein represents the net amount due on Talos’ portions of the gross exceptions referenced in the Audit Letter, subject to further investigation and supplementation pursuant to the audit. Talos reserves all rights to supplement its cure amount.

<b>Total</b>	<b>\$3,134,964.67</b>
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#### Fieldwood Offshore

Joint Interest Billings Accounts Receivable	\$6,800.48	MC109
Imbalances Accounts Receivable	\$65,364.45	HI 545
<b>Total</b>	<b>\$72,164.93</b>	

- GOM

Joint Interest Billings Accounts Receivable	\$89,896.63	SS198; SS199
<b>Total</b>	<b>\$89,896.63</b>	

18. As a result, under section 365(b)(1)(A) of the Bankruptcy Code, in order to assume the Property Agreements, Talos must receive a cure payment of not less than \$3,297,026.23. Otherwise, the Property Agreements cannot be assumed.

## II. The Atlantic Litigation and Preserving the Mississippi UOA Provisions

19. Talos holds working interests in certain oil and gas leases covering submerged lands on the Outer Continental Shelf situated in a prospect known as the Gunflint Prospect (covering Mississippi Canyon 948/949/992/993) (the “Leases”), for which Fieldwood Energy, LLC serves as the operator under that certain Unit Operating Agreement, dated effective January 1, 2013 (inclusive of attachments, memoranda, and related agreements, and as has been amended or restated from time to time, collectively, the “Mississippi UOA”).<sup>9</sup> The Mississippi UOA

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<sup>9</sup> The Mississippi UOA is not submitted with this Objection because of its size and because the Debtors have a copy of the Mississippi UOA. The UOA may also be provided upon request.



requires Fieldwood Energy to, among other things, use “reasonable efforts to keep the [Leases] free from all liens and encumbrances” (Section 5.4) as well as hold Talos harmless as follows:

The obligations, duties and liabilities of the Parties shall be several and not joint or collective; and nothing contained herein shall ever be construed as creating a partnership, joint venture, association or other character of business entity recognizable in law for any purpose. Each Party shall hold all the other Parties harmless from liens and encumbrances on the Leases or in the Contract Area arising as a result of its acts or omissions.

*See* Mississippi UOA, Sections 5.4 and 22.1. Fieldwood Energy is thus required to use reasonable efforts to avoid liens and to indemnify Talos for any lien claim amounts burdening the Leases and/or the Contract Area, including its attorneys’ fees, costs, and any other damages Talos suffers as a result of Fieldwood Energy’s acts or omissions.

21. These obligations are secured in accordance with Sections 6.3.2<sup>10</sup> and 6.3.3<sup>11</sup> of the Mississippi UOA by Fieldwood Energy’s own working interests in the Leases and the Contract

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<sup>10</sup> Section 6.3.2 of the Mississippi UOA provides,

Non-Operating Party’s Security Interest: Operator grants a like security interest and mortgage to the Non-Operating Parties to secure payment of Operator’s proportionate share of expenses. Each Party paying its share of unpaid expenses pursuant to Section 6.5 (*Unpaid Charges*) hereof shall, to obtain reimbursement thereof, be subrogated to the security rights described herein.

<sup>11</sup> Section 6.3.2 of the Mississippi UOA provides,

Recordation: To better protect the Parties’ security rights created hereunder, the Parties shall promptly join in such reasonable actions as may be necessary to execute and notarize a mutually agreeable Memorandum of Joint Operating Agreement and financing statement on a UCC form (“Memorandum”), similar in all material respects to the form attached hereto as Exhibit “I” as soon as reasonably practical, but prior to commencement of operations. The Memorandum shall be executed by each Party through its duly authorized agent or representative. The Parties hereby authorize the Operator to file the notarized Memorandum in the mortgage, conveyance and UCC records of the pertinent Parishes/Counties having jurisdiction over the Contract Area. The Operator shall provide each Party with a copy of the recorded instrument. Each Party further agrees to provide reasonable written evidence of its authorized signatory’s authority to encumber its leasehold interest. In the event that a Memorandum of Joint Operating Agreement is not executed prior to commencement of operations, the Parties agree to execute, notarize and file a Memorandum of Joint Operating Agreement identical to the form attached hereto as Exhibit “I.”

Area and perfected pursuant to certain recorded memoranda of agreement, financing statements and other lien filings placed of record in the applicable filing jurisdictions.<sup>12</sup>

20. On October 30, 2020, Atlantic sent Talos a Demand for Payment (the “Atlantic Demand”) enclosing a Statement of Privilege whereby it demanded that Talos pay Atlantic the principal amount of \$5,842,744.68, “together with interest thereon, the cost of filing the lien and attorney’s fees of 10% percent [sic] of the amount sought to be collected” on account of purportedly unpaid invoices allegedly owed by Fieldwood Energy<sup>13</sup> (the “Atlantic Lien”).

21. Talos has no contractual relationship with Atlantic and has no direct liability to Atlantic. To the extent that Talos’ interest is burdened by Atlantic’s alleged liens and privileges or Atlantic is able to sequester or otherwise obtain funds that are the proceeds of Talos’ interests, Talos has asserted a secured claim against Fieldwood Energy for the amounts paid to Atlantic. Further, to the extent that Talos is required to incur fees, costs and expenses to respond to or litigate with Atlantic regarding any alleged unpaid invoices owed by Fieldwood, the indemnification provisions of the Mississippi UOA entitle Talos to a secured claim for the amount of any attorneys’ fees, costs, and any other damages incurred by Talos as a result of Fieldwood Energy’s acts or omissions.

22. Without the Mississippi UOA provisions remaining intact, Talos may be liable on account of the Atlantic Lien. Thus, the Debtors and Talos must preserve the Mississippi UOA terms in the assignment and assumption of the Mississippi UOA. Put simply, the indemnification obligations arising from the Mississippi UOA are liabilities which must be cured in order to assume and assign the Mississippi UOA or the UOA-related contracts.

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<sup>12</sup> Such filings are not submitted with this Objection because of their size and because the Debtors have copies of such filings. Such filings may also be provided upon request.

<sup>13</sup> A true and correct copy of the Atlantic Demand is attached to the Talos Claims.

### **RESERVATION OF RIGHTS**

23. Talos expressly reserves all rights under the Bankruptcy and the Property Agreements, including, without limitation, the right to supplement and/or amend this Objection and assert any further objections. Talos further reserves all rights with respect to any other agreements related to Talos identified on any amended list of contracts and leases proposed to be assumed, or identified on any list of contracts and leases proposed to be rejected.

### **CONCLUSION**

**WHEREFORE**, Talos respectfully requests that this Court (i) order that any assumption and assignment of the Property Agreements be conditioned upon the Debtors curing the defaults under the Property Agreements in the correct amount of not less than \$3,297,026.23; (ii) order that the Cure Amount account for the Atlantic Lien; and (iii) granting Talos any other relief to which Talos may be entitled at law or in equity.

Dated: June 8, 2021  
Houston, Texas

#### **PORTER HEDGES LLP**

/s/ Eric M. English

Eric M. English (TX 24062714)  
Megan Young-John (TX 24088700)  
Emily Nasir (TX 24118477)  
1000 Main St., 36th Floor  
Houston, Texas 77002  
Telephone: (713) 226-6000  
Facsimile: (713) 226-6248  
eenglish@porterhedges.com  
myoungjohn@porterhedges.com  
enasir@porterhedges.com

#### **COUNSEL FOR TALOS**

## **EXHIBIT A**

Lease/Agr.	Contract Number	Contract Date	Contract Category	Contract Description	Cure Amount
EC 265	79	7/1/2013	Joint Operating Agreement	Joint Exploration Agreement dated 9/30/2013 but effective 7/1/2013 b/b Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, and GOM Shelf; OA attached as Exhibit D	\$0
EC 265	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
EC 265	724	1/1/1992	Marketing - Processing	BASE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	725	10/1/1995	Marketing - Processing	CONSTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	726	10/13/1998	Marketing - Processing	RAW MAKE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	727	11/13/1998	Marketing - Processing	AMENDMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	728	2/1/2000	Marketing - Processing	SERVICE-FRACTIONATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	729	12/1/2000	Marketing - Processing	SERVICE-DEHYDRATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	730	9/1/2010	Marketing - Processing	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	731	10/18/2010	Marketing - Processing	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011 by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	732	12/1/2010	Marketing - Processing	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	733	6/1/2012	Marketing - Processing	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	734	7/1/2012	Marketing - Processing	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	735	7/1/2012	Marketing - Processing	APPROVAL OF AFES TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	736	9/25/2013	Marketing - Processing	BALLOT TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	737	10/6/2013	Marketing - Processing	REVISED EXHIBIT C TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
EC 265	1660	12/4/1958	Operating Agreement - Other	Operating Agreement eff. 12/4/58	\$0
EC 278	79	7/1/2013	Joint Operating Agreement	Joint Exploration Agreement dated 9/30/2013 but effective 7/1/2013 b/b Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, and GOM Shelf; OA attached as Exhibit D	\$0
EC 278	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
EI 57	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0

EI 57	463	7/1/1998	Farmout Agreement	FO by and between Energy Development Corp & Juniper Energy Kp	\$0
HI A545	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
HI A545	1582	9/25/1997	Operating Agreement - Other	b/b Shell Offshore Inc. and Barrett Resources Corporation	\$0
MC 108	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
MC 108	217	1/1/1994	Joint Operating Agreement	BP EXPLORATION & OIL INC. AND SHELL OFFSHORE INC ET AL	\$0
MC 108	573	6/30/1999	Marketing - PHA	MC 108/MC 109 by and between Fieldwood and Talos Energy LLC and Talos Energy LLC	\$0
MC 108	906	8/18/2020	Marketing - Crude Sales	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company	\$0
MC 108	1628	9/9/2015	Performance Bond & Supplemental Bonding Agreement	by and between Fieldwood Energy LLC and Stone Energy Corporation: Stone acknowledgement of receipt of Bond	\$0
MC 108	1637	1/10/2014	Well / Propsect Proposals	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election	\$0
MC 108	1638	2/5/2014	Well / Propsect Proposals	Gilligan & Bingo: Stone requesting extension and fieldwood's election	\$0
MC 108	1639	3/24/2014	Well / Propsect Proposals	Gilligan & Bingo: Stone requesting extension and fieldwood's election	\$0

MC 108	1640	9/9/2015	Performance Bond & Supplemental Bonding Agreement	by and between Fieldwood Energy LLC, SEO A LLC, Stone Energy Corporation and Stone Energy Offshore, L.L.C.: Fieldwood will apply own Supp Bondin	\$0
MC 108	1892	3/28/2014	Well / Propsect Proposals	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood	\$0
MC 109	571	6/30/1999	Marketing - PHA	MC 109/MC110 by and between Fieldwood and Talos Energy and Talos Energy	\$0
MC 109	573	6/30/1999	Marketing - PHA	MC 108/MC 109 by and between Fieldwood and Talos Energy LLC and Talos Energy LLC	\$0
MC 110	27	7/11/2009	Marketing - Construction, Operations, Management, Ownership Agreements	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and ?	\$0
MC 110	28	7/11/2009	Marketing - Construction, Operations, Management, Ownership Agreements	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and ?	\$0
MC 110	29	7/11/2009	Marketing - Construction, Operations, Management, Ownership Agreements	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and ?	\$0
MC 110	137	11/2/2010	Marketing - Construction, Operations, Management, Ownership Agreements	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as admintistative functions such as paying expenses and maintaing records by and between Fieldwood Energy LLC and and	\$0
MC 110	138	11/2/2010	Marketing - Construction, Operations, Management, Ownership Agreements	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as admintistative functios such as paying expenses and maintaing records by and between Fieldwood Energy LLC and and	\$0

MC 110	227	10/1/2002	Other Handling / Stabilization Agreements	First Amendment to Orion (MC 110) Platform Access, Operating Services and Production Handling Agreement by First Amendment to Orion (MC 110) Platform Access, Operating Services and Production Handling Agreement by and between BP Exploration & Production Inc.; Stone Energy Corporation and Shell Offshore Inc.; Stone Energy Corporation; Ocean Energy, Inc.; Devon SFS Operating, Inc. : Desire to install gas lift system on Amberjack Platform	\$0
MC 110	571	6/30/1999	Marketing - PHA	MC 109/MC110 by and between Fieldwood and Talos Energy and Talos Energy	\$0
MC 110	716	1/8/2019	Marketing - Processing	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	\$0
MC 110	906	8/18/2020	Marketing - Crude Sales	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company	\$0
MC 110	925	11/2/2010	Marketing - Construction, Operations, Management, Ownership Agreements	SP 49 Pipeline LLC (the "Entity"), an limited liability company, was formed on November 2, 2010 by Apache GOM Pipeline, Inc, (succeeded by FW GOM Pipeline, Inc), Energy XXI GOM LLC, and Stone Energy Offshore, LLC (succeeded by Talos Resources LLC). Then by and between Fieldwood Energy LLC and Talos Resources LLC and Energy XXI GOM, LLC and Talos Resources LLC and Energy XXI GOM, LLC	\$0
MC 110	1399	7/31/2008	Articles of Merger	Articles of Merger by and between Offshore Shelf LLC and W&T Offshore, Inc. : Pursuant to Plan of Merger	\$0
MC 110	1574	2/11/1993	Letter Agreement - Other Land	Letter Agreement by and between Shell Offshore Inc. and BP Exploration & Oil Inc. : btw BP and Shell in Lieu of PHA with Apache, exploration are	\$0
MC 110	1580	12/18/1997	Property Participation & Exchange Agreements	PARTICIPATION AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC.	\$0
MC 110	1585	2/1/1998	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC	\$0
MC 110	1799	3/3/1998	Property Participation & Exchange Agreements	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY INC. AND BASIN EXPLORATION INC	\$0
MC 110	1800	3/3/1998	Property Participation & Exchange Agreements	PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC, AND BASIN EXPLORATION, INC	\$0
MC 948	448	N/A	Marketing - Other	Market Authorization Letter Agreement to act as agent for Ecopetrol Ameica Inc. to Market gas production	\$0
MC 948	450	7/1/2006	Joint Operating Agreement	Joint Operating Agreement by and between Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.) and Samson Offshore Company effective as of July 1, 2006, including any memorandums or financial statements of the same, as amended by the A. Ratification and Amendment of Gunflint Joint Operating Agreement by and among Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company dated effective November 1, 2008. B. Amendment of the Gunflint Joint Operating Agreement dated effective July 7, 2009 by and between Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company. C. Ratification, Amendment and Re-Designation of the Gunflint JOperating Agreement as the Gunflint Voluntary Unit Operating Agreement dated effective January 1, 2011 by and between Noble Energy Inc., BP Exploration & Production Inc., Samson Offshore Company, Marathon Oil Company and BHP Billiton Petroleum (Deepwater) Inc.	\$0



MC 948	553	12/10/2003	Marketing - PHA	MC 725 by and between Fieldwood and GULFSTAR ONE LLC and GULFSTAR ONE LLC as amended by: A. First Amendment to Production Handling Agreement by and among Gulfstar One LLC, Noble Energy, Inc., Ecopetrol America, Inc., Samson Offshore Mapleleaf, LLC and Marathon Oil Company dated effective July 1, 2016. B. Second Amendment to Production Handling Agreement by and among Gulfstar One LLC, Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore Mapleleaf, LLC, and Marathon Oil Company dated effective August 4, 2016	\$0
MC 948	661	5/31/2018	Marketing - Crude Sales	Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company and Chevron Products Company	\$0
MC 948	656	2/1/2019	Marketing - Other	Methanol Treatment Agreement by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company	\$0
MC 948	1003	12/10/2013	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 948	1005	12/10/2013	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 948	1006	12/10/2013	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 948	1128	1/31/2014	Construction Agreement	Construction and Coordination Agreement by and among Gulf Star One, LLC, Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective January 31, 2014.	\$0
MC 948	1129	Effective as of 7/1/2016	Marketing - PHA	Gulstar One LLC, Noble Energy, Inc., Ecopetrol America, Inc., Samson Offshore Mapleleaf, LLC and Marathon Oil Company. Noble, Ecopetrol, Samson and Marathon Oil Company	\$0
MC 948	1130	Effective as of 8/4/2016	Marketing - PHA	Gulstar One, Noble Energy, Inc, Ecopetrol America Inc., Samson Offshore Mapleleaf, Inc and Marathon Oil Company	\$0
MC 948	1131	11/5/2013	Letter Agreement - Other Land	Vote to end Appraisal ops between the Gunflint Partners	\$0
MC 948	1355	3/20/2008	Property Participation & Exchange Agreements	Participation Agreement by and between Noble Energy Inc and Marathon Oil Company for the drilling of the MC 948 #1 Well	\$0
MC 948	1366	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement, Gunflint Prospect, Gunflint Unit, Offshore Louisiana, by and among Noble Energy, Inc. (Fieldwood is successor in-interest to Noble Energy, Inc.), Samson Offshore, LLC, Marathon Oil Company, BP Exploration & Production Inc., and BHP Billiton Petroleum (Deepwater) Inc., dated effective January 1, 2013, including any memorandums or financial statements of the same, as amended by A. Ratification and First Amendment of the MC 948 Unit Operating Agreement dated effective January 1, 2013 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. B. Second Amendment to the MC 948 Unit Operating Agreement dated effective May 23, 2013 by and between Noble Energy Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. C. Ratification and Third Amendment to the MC 948 Unit Operating Agreement dated effective November 30, 2018 by and between Fieldwood Energy LLC, Samson Offshore Mapleleaf, LLC and Ecopetrol America Inc	\$0
MC 948	1370	12/10/2013	Facilities & Tie-In Agreements	Authorization Agreement for Tie-Back Development by and among Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective December 10, 2013 as amended by that Amended and Restated Authorization Agreement for Tie-Back Development dated effective as of January 31, 2014 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore Mapleleaf, LLC, and Marathon Oil Company.	\$0

MC 948	1537	2/16/2017	Letter Agreement - Other Land	Letter Establishing Initial Rates by and between Samson Offshore Mapleleaf, LLC and Chevron Pipeline Company dated February 16, 2017.	\$0
MC 948	1854	4/13/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 948	1855	5/7/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 948	1856	4/25/2011	Letter Agreement - Other Land	Rescinds AFE	\$0
MC 948	1857	10/25/2012	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 11.2	\$0
MC 948	1858	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Mississippi Canyon Block 948 Unit, Contract No. 754313005	\$0
MC 948	1862	2/20/2014	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 8.3.1	\$0
MC 948	1859	12/10/2013	Marketing - Gathering	N/A	\$0
MC 948	1860	12/10/2013	Marketing - Gathering	N/A	\$0
MC 948	1861	12/10/2013	Marketing - Gathering	N/A	\$0
MC 949	448	N/A	Marketing - Other	Market Authorization Letter Agreement to act as agent for Ecopetrol Ameica Inc. to Market gas production	\$0
MC 949	450	7/1/2006	Joint Operating Agreement	Joint Operating Agreement by and between Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.) and Samson Offshore Company effective as of July 1, 2006, including any memorandums or financial statements of the same, as amended by the <b>A.</b> Ratification and Amendment of Gunflint Joint Operating Agreement by and among Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company dated effective November 1, 2008. <b>B.</b> Amendment of the Gunflint Joint Operating Agreement dated effective July 7, 2009 by and between Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company. <b>C.</b> Ratification, Amendment and Re-Designation of the Gunflint JOperating Agreement as the Gunflint Voluntary Unit Operating Agreement dated effective January 1, 2011 by and between Noble Energy Inc., BP Exploration & Production Inc., Samson Offshore Company, Marathon Oil Company and BHP Billiton Petroleum (Deepwater) Inc.	\$0
MC 949	658	5/31/2018	Marketing - Crude Sales	Gunflint - Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company	\$0
MC 949	1003	41618	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 949	1005	41618	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 949	1006	41618	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 949	1128	1/31/2014	Construction Agreement	Construction and Coordination Agreement by and among Gulf Star One, LLC, Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective January 31, 2014.	\$0
MC 949	1131	11/5/2013	Letter Agreement - Other Land	Vote to end Appraisal ops between the Gunflint Partners	\$0

MC 949	1366	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement, Gunflint Prospect, Gunflint Unit, Offshore Louisiana, by and among Noble Energy, Inc. (Fieldwood is successor in-interest to Noble Energy, Inc.), Samson Offshore, LLC, Marathon Oil Company, BP Exploration & Production Inc., and BHP Billiton Petroleum (Deepwater) Inc., dated effective January 1, 2013, including any memorandums or financial statements of the same, as amended by A. Ratification and First Amendment of the MC 948 Unit Operating Agreement dated effective January 1, 2013 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. B. Second Amendment to the MC 948 Unit Operating Agreement dated effective May 23, 2013 by and between Noble Energy Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. C. Ratification and Third Amendment to the MC 948 Unit Operating Agreement dated effective November 30, 2018 by and between Fieldwood Energy LLC, Samson Offshore Mapleleaf, LLC and Ecopetrol America Inc	\$0
MC 949	1370	12/10/2013	Facilities & Tie-In Agreements	Authorization Agreement for Tie-Back Development by and among Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective December 10, 2013 as amended by that Amended and Restated Authorization Agreement for Tie-Back Development dated effective as of January 31, 2014 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore Mapleleaf, LLC, and Marathon Oil Company	\$0
MC 949	1537	42782	Letter Agreement - Other Land	Letter Establishing Initial Rates by and between Samson Offshore Mapleleaf, LLC and Chevron Pipeline Company dated February 16, 2017.	\$0
MC 949	1854	4/13/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 949	1855	5/7/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 949	1856	4/25/2011	Letter Agreement - Other Land	Rescinds AFE	\$0
MC 949	1857	10/25/2012	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 11.2	\$0
MC 949	1858	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Mississippi Canyon Block 948 Unit, Contract No. 754313005	\$0
MC 949	1862	2/20/2014	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 8.3.1	\$0
MC 949	1859	41618	Marketing - Gathering	N/A	\$0
MC 949	1860	41618	Marketing - Gathering	N/A	\$0
MC 949	1861	41618	Marketing - Gathering	N/A	\$0
MC 992	448	N/A	Marketing - Other	Market Authorization Letter Agreement to act as agent for Ecopetrol Ameica Inc. to Market gas production	\$0

MC 992	450	7/1/2006	Joint Operating Agreement	Joint Operating Agreement by and between Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.) and Samson Offshore Company effective as of July 1, 2006, including any memorandums or financial statements of the same, as amended by the A. Ratification and Amendment of Gunflint Joint Operating Agreement by and among Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company dated effective November 1, 2008. B. Amendment of the Gunflint Joint Operating Agreement dated effective July 7, 2009 by and between Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company. C. Ratification, Amendment and Re-Designation of the Gunflint JOperating Agreement as the Gunflint Voluntary Unit Operating Agreement dated effective January 1, 2011 by and between Noble Energy Inc., BP Exploration & Production Inc., Samson Offshore Company, Marathon Oil Company and BHP Billiton Petroleum (Deepwater) Inc.	\$0
MC 992	502	9/11/2012	Joint Operating Agreement	Area of Mutual Interest Agreement and Joint Operating Agreement made and entered into between Marathon Oil Company, Statoil USA E&P Inc and Woodside Energy (USA) Inc dated and effective 11 June 2012 (including JOperating Agreement to be identical to JOperating Agreement for MC 993 S/2)	\$0
MC 992	658	43251	Marketing - Crude Sales	Gunflint - Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company	\$0
MC 992	1003	12/10/2013	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 992	1005	41618	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 992	1006	41618	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 992	1128	41670	Construction Agreement	Construction and Coordination Agreement by and among Gulf Star One, LLC, Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective January 31, 2014.	\$0
MC 992	1131	11/5/2013	Letter Agreement - Other Land	Vote to end Appraisal ops between the Gunflint Partners	\$0
MC 992	1236	10/3/2012	Letter Agreement - Other Land	Letter Agreement between Statoil USA E+P Inc and Marathon Oil Company dated 3 October 2012	\$0
MC 992	1294	1/1/2012	Lease Rental and Minimum Royalty Payment Agreement	Lease Rental and Minimum Royalty Payment Agreement by and between Marathon Oil Cmpany, Samson Offshore, LLC, BHP Billiton Petroleum (Deepwater) Inc and Noble Energy, Inc dated 9 March 2012, but effective 1 Jan 12	\$0
MC 992	1296	6/11/2012	Joint Operating Agreement	Area of Mutual Interest Agreement and Joint Operating Agreement made and entered into between Marathon Oil Company, Statoil USA E&P Inc and Woodside Energy (USA) Inc dated and effective 11 June 2012 (including JOA to be identical to JOA for MC 993 S/2)217	\$0
MC 992	1366	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement, Gunflint Prospect, Gunflint Unit, Offshore Louisiana, by and among Noble Energy, Inc. (Fieldwood is successor in-interest to Noble Energy, Inc.), Samson Offshore, LLC, Marathon Oil Company, BP Exploration & Production Inc., and BHP Billiton Petroleum (Deepwater) Inc., dated effective January 1, 2013, including any memorandums or financial statements of the same, as amended by A. Ratification and First Amendment of the MC 948 Unit Operating Agreement dated effective January 1, 2013 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. B. Second Amendment to the MC 948 Unit Operating Agreement dated effective May 23, 2013 by and between Noble Energy Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. C. Ratification and Third Amendment to the MC 948 Unit Operating Agreement dated effective November 30, 2018 by and between Fieldwood Energy LLC, Samson Offshore Mapleleaf, LLC and Ecopetrol America Inc	\$0

MC 992	1370	41618	Facilities & Tie-In Agreements	Authorization Agreement for Tie-Back Development by and among Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective December 10, 2013 as amended by that Amended and Restated Authorization Agreement for Tie-Back Development dated effective as of January 31, 2014 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore Mapleleaf, LLC, and Marathon Oil Company	\$0
MC 992	1537	42782	Letter Agreement - Other Land	Letter Establishing Initial Rates by and between Samson Offshore Mapleleaf, LLC and Chevron Pipeline Company dated February 16, 2017.	\$0
MC 992	1854	4/13/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 992	1855	5/7/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 992	1856	4/25/2011	Letter Agreement - Other Land	Rescinds AFE	\$0
MC 992	1857	10/25/2012	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 11.2	\$0
MC 992	1858	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Mississippi Canyon Block 948 Unit, Contract No. 754313005	\$0
MC 992	1862	2/20/2014	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 8.3.1	\$0
MC 992	1859	12/10/2013	Marketing - Gathering	N/A	\$0
MC 992	1860	12/10/2013	Marketing - Gathering	N/A	\$0
MC 992	1861	12/10/2013	Marketing - Gathering	N/A	\$0
MC 993	216	1/1/2012	Other Lease / Rental Agreement	Lease Rental and Minimum Royalty Payment Agreement by and between BP Exploraiton and Produciton, Inc, Marathon Oil Cmpany and Noble Energy, Inc dated 9 March 2012, but effective 1 Jan 12	\$0
MC 993	448	N/A	Marketing - Other	Market Authorization Letter Agreement to act as agent for Ecopetrol Ameica Inc. to Market gas production	\$0
MC 993	450	7/1/2006	Joint Operating Agreement	Joint Operating Agreement by and between Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.) and Samson Offshore Company effective as of July 1, 2006, including any memorandums or financial statements of the same, as amended by the A. Ratification and Amendment of Gunflint Joint Operating Agreement by and among Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company dated effective November 1, 2008. B. Amendment of the Gunflint Joint Operating Agreement dated effective July 7, 2009 by and between Noble Energy, Inc., Samson Offshore Company, BP Exploration & Production Inc., and Marathon Oil Company. C. Ratification, Amendment and Re-Designation of the Gunflint JOperating Agreement as the Gunflint Voluntary Unit Operating Agreement dated effective January 1, 2011 by and between Noble Energy Inc., BP Exploration & Production Inc., Samson Offshore Company, Marathon Oil Company and BHP Billiton Petroleum (Deepwater) Inc.	\$0
MC 993	501	9/11/2012	Joint Operating Agreement	Statoil USA E&P Inc and Woodside Energy (USA) Inc dated and effective 1 Nov 2011	\$0
MC 993	502	9/11/2012	Joint Operating Agreement	Area of Mutual Interest Agreement and Joint Operating Agreement made and entered into between Marathon Oil Company, Statoil USA E&P Inc and Woodside Energy (USA) Inc dated and effective 11 June 2012 (including JOperating Agreement to be identical to JOperating Agreement for MC 993 S/2)	\$0
MC 993	658	5/31/2018	Marketing - Crude Sales	Gunflint - Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company	\$0
MC 993	1005	41618	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0

MC 993	1006	41618	Marketing - Processing	POL 85% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	\$0
MC 993	1128	1/31/2014	Construction Agreement	Construction and Coordination Agreement by and among Gulf Star One, LLC, Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective January 31, 2014.	\$0
MC 993	1131	11/5/2013	Letter Agreement - Other Land	Vote to end Appraisal ops between the Gunflint Partners	\$0
MC 993	1296	6/11/2012	Joint Operating Agreement	Area of Mutual Interest Agreement and Joint Operating Agreement made and entered into between Marathon Oil Company, Statoil USA E&P Inc and Woodside Energy (USA) Inc dated and effective 11 June 2012 (including JOA to be identical to JOA for MC 993 S/2)	\$0
MC 993	1366	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement, Gunflint Prospect, Gunflint Unit, Offshore Louisiana, by and among Noble Energy, Inc. (Fieldwood is successor in-interest to Noble Energy, Inc.), Samson Offshore, LLC, Marathon Oil Company, BP Exploration & Production Inc., and BHP Billiton Petroleum (Deepwater) Inc., dated effective January 1, 2013, including any memorandums or financial statements of the same, as amended by A. Ratification and First Amendment of the MC 948 Unit Operating Agreement dated effective January 1, 2013 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. B. Second Amendment to the MC 948 Unit Operating Agreement dated effective May 23, 2013 by and between Noble Energy Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company. C. Ratification and Third Amendment to the MC 948 Unit Operating Agreement dated effective November 30, 2018 by and between Fieldwood Energy LLC, Samson Offshore Mapleleaf, LLC and Ecopetrol America Inc	\$0
MC 993	1370	12/10/2013	Facilities & Tie-In Agreements	Authorization Agreement for Tie-Back Development by and among Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company effective December 10, 2013 as amended by that Amended and Restated Authorization Agreement for Tie-Back Development dated effective as of January 31, 2014 by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore Mapleleaf, LLC, and Marathon Oil Company	\$0
MC 993	1537	42782	Letter Agreement - Other Land	Letter Establishing Initial Rates by and between Samson Offshore Mapleleaf, LLC and Chevron Pipeline Company dated February 16, 2017.	\$0
MC 993	1854	4/13/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 993	1855	5/7/2009	Letter Agreement - JOA	Letter Agreement Amending Article 12.2 of Joint Operating Agreement	\$0
MC 993	1856	4/25/2011	Letter Agreement - Other Land	Rescinds AFE	\$0
MC 993	1857	10/25/2012	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 11.2	\$0
MC 993	1858	1/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Mississippi Canyon Block 948 Unit, Contract No. 754313005	\$0
MC 993	1862	2/20/2014	Letter Agreement - UOA	One time supersedence of Uoperating Agreement provision 8.3.1	\$0

MC 993	1859	41618	Marketing - Gathering	N/A	\$0
MC 993	1860	41618	Marketing - Gathering	N/A	\$0
MC 993	1861	41618	Marketing - Gathering	N/A	\$0
MP 315	77	3/15/2011	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND STONE ENERGY OFFSHORE LLC	\$0
MP 315	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SM 108	62	9/30/2013	Acquisition / PSA / Other Purchase or Sale Agreements	Purchased GOM Shelf as a company from Apache	\$0
SM 108	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SM 108	572	3/1/2007	Marketing - PHA	SM 107 by and between Fieldwood and Talos Energy and Talos Energy	\$0
SM 108	1890	8/3/1964	Unit Agreement and/or Unit Operating Agreement	Operating Agreement eff. 8-3-64	\$0
SP 87	62	9/30/2013	Acquisition / PSA / Other Purchase or Sale Agreements	Purchased GOM Shelf as a company from Apache	\$0
SP 87	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SP 87	687	10/1/1981	Marketing - Construction, Operations, Management, Ownership Agreements	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC	\$0
SP 87	1036	1/1/1972	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SIGNAL OIL AND GAS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, ET AL	\$0
SP 87	1683	8/27/2003	Marketing - Connection Agreement	INTERCONNECT AGREEMENT FOR SP 87	\$0
SP 87	1888	10/1/1981	Marketing - Construction, Operations, Management, Ownership Agreements	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A	\$0
SP 89	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SP 89	687	10/1/1981	Marketing - Construction, Operations, Management, Ownership Agreements	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC	\$0
SP 89	949	3/15/2020	Marketing - Processing	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC	\$0



SP 89	980	11/1/2015	Marketing - Other	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC	\$0
SP 89	1036	1/1/1972	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SIGNAL OIL AND GAS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, ET AL	\$0
SP 89	1662	10/18/2018	Abandonment / Decommissioning Agreement	pursuant to that certain PHA for MC 496 produced at SP B Platform dated 11/1/2002	\$0
SP 89	1888	10/1/1981	Marketing - Construction, Operations, Management, Ownership Agreements	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A	\$0
SP 89	1889	9/26/1982	Marketing - Construction, Operations, Management, Ownership Agreements	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A	\$0
SS 198	62	9/30/2013	Acquisition / PSA / Other Purchase or Sale Agreements	Purchased GOM Shelf as a company from Apache	\$0
SS 198	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SS 198	1115	11/21/2016	Letter Agreement - Other Land	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Talos Energy Offshore LLC	\$0
SS 198	1311	11/1/2005	Joint Development / Venture / Exploration Agreements	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN MERIT ENERGY COMPANY AND STONE ENERGY CORPORATION ET AL	\$0
SS 198	1562	8/4/1983	Confidentiality agreements / AMI and Related Consents	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY	\$0
SS 198	1632	4/4/2006	Joint Operating Agreement	STONE ENERGY CORPORATION AND GOM SHELF LLC, ET AL	\$0
SS 198	1661	11/21/2009	Letter Agreement - Other Land	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Renaissance Offshore LLC	\$0
SS 199	62	9/30/2013	Acquisition / PSA / Other Purchase or Sale Agreements	Purchased GOM Shelf as a company from Apache	\$0
SS 199	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SS 199	129	1/1/1989	Operating Agreement - Other	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL	\$0
SS 199	1562	30532	Confidentiality agreements / AMI and Related Consents	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY	\$0



SS 247	131	1/21/1966	Unit Agreement and/or Unit Operating Agreement	Unit No. 891008784 - SS 271	\$0
SS 247	353	1/1/1994	Unit Agreement and/or Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al	\$0
SS 247	355	01/01/1994; 04/08/1994	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")	\$0
SS 247	442	6/10/1966	Unit Agreement and/or Unit Operating Agreement	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators	\$0
SS 248	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SS 248	131	1/21/1966	Unit Agreement and/or Unit Operating Agreement	Unit No. 891008784 - SS 271	\$0
SS 248	353	1/1/1994	Unit Agreement and/or Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al	\$0
SS 248	355	01/01/1994; 04/08/1994	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")	\$0
SS 248	442	6/10/1966	Unit Agreement and/or Unit Operating Agreement	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators	\$0
SS 270	131	1/21/1966	Unit Agreement and/or Unit Operating Agreement	Unit No. 891008784 - SS 271	\$0
SS 270	353	1/1/1994	Unit Agreement and/or Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al	\$0
SS 270	355	01/01/1994; 04/08/1994	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")	\$0
SS 270	442	6/10/1966	Unit Agreement and/or Unit Operating Agreement	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators	\$0

SS 271	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
SS 271	131	1/21/1966	Unit Agreement and/or Unit Operating Agreement	Unit No. 891008784 - SS 271	\$0
SS 271	353	1/1/1994	Unit Agreement and/or Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al	\$0
SS 271	354	9/3/1974	Farmout Agreement	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation	\$0
SS 271	355	01/01/1994; 04/08/1994	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")	\$0
SS 271	442	6/10/1966	Unit Agreement and/or Unit Operating Agreement	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators	\$0
VK 204	85	7/1/2013	Acquisition / PSA / Other Purchase or Sale Agreements	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013	\$0
VK 204	117	1/1/1993	Unit Agreement and/or Unit Operating Agreement	Unit Operating Agreement eff. 1-1-93	\$0
WC 172	79	7/1/2013	Joint Operating Agreement	Joint Exploration Agreement dated 9/30/2013 but effective 7/1/2013 b/b Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, and GOM Shelf; OA attached as Exhibit D	\$0